

COMPARED

MORTGAGE RECORD NO. 439

226312 G.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. L. Chancellor and Nellie E. Chancellor,

a of Tulsa County, Oklahoma, part 1st the first part, ha^{ve}

mortgaged and hereby mortgage to W. M. Halsey

of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Fifteen (15) and Sixteen (16) of Block Three (3)
in Orchard Addition to the city of Tulsa, Oklahoma,
according to the recorded plat thereof.

TEXAS LAND COMMISSION

I hereby certify that this instrument was filed for record in my office on the 3rd day of April, 1923, and issued to the County Clerk of Tulsa County, Oklahoma, for the purpose of recording the same.

WAYNE L. DICKER, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of

Twenty One Hundred & No/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi-annually from date

according to the terms of One certain promissory note described as follows, to-wit:

One note dated November 5th, 1922, for the sum of Twenty One Hundred Dollars, and signed by O. L. Chancellor and Nellie E. Chancellor, due in Eighteen months from date hereof.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises, and to insure and keep insured in favor of second party, buildings on said premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part V shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Two hundred fifty DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 3rd day of November, 1922

O. L. Chancellor

SEAL

Nellie E. Chancellor

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 8th day of November, 1922 personally appeared

O. L. Chancellor

and Nellie E. Chancellor

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed their

the same as free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires June 15, 1926. (Seal) Arthur B. Crawford, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of April, A. D. 1923 at 1:00 o'clock P. M. Book 439, Page 210

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.